

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dell Inc.		09/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	7033 Louis Stephens Drive, PO Box 110047		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 80			
Property Type	Number	Word Mark	
Registration Number:	3073040	ACTIVE ADMINISTRATOR	
Registration Number:	3563254	ACTIVEROLES	
Registration Number:	4254936	APPASSURE	
Registration Number:	2134340	AVENTAIL	
Registration Number:	2932929	AVENTAIL	
Registration Number:	2521994	AVENTAIL	
Registration Number:	2289344	BENCHMARK FACTORY	
Registration Number:	3363956	CHANGEAUDITOR	
Registration Number:	4439369	DATA HEALTH CHECK	
Registration Number:	4162661	DECISIONING PLATFORM	
Registration Number:	2934109	DESKTOP AUTHORITY	
Registration Number:	2378246	DIRECTORY ANALYZER	
Registration Number:	3251720	DIRECTORY ANALYZER	
Registration Number:	4271257	ELECTRONIC STATISTICS TEXTBOOK	
Registration Number:	4301762	FLASHRESTORE	
Registration Number:	2380040	FOGLIGHT	
Registration Number:	3363957	GPOADMIN	
Registration Number:	3346262	INTELLIPROFILE	
Registration Number:	2971244	INTRUST	

OP \$2015.00 3073040

Property Type	Number	Word Mark
Registration Number:	3894437	ITOKEN
Registration Number:	2345853	JCLASS
Registration Number:	3589814	KACE
Registration Number:	4431118	KITENGA
Registration Number:	3468903	LITESPEED
Registration Number:	4005255	LIVE SCORE
Registration Number:	2431769	LIVEREORG
Registration Number:	3542770	MESSAGESTATS
Registration Number:	2397073	NBSPOOL
Registration Number:	1681007	NETBASE
Registration Number:	2956411	NETVAULT
Registration Number:	4246972	NETVAULT
Registration Number:	4149030	PREDICTIVE CLAIMS FLOW
Registration Number:	4216860	PREDICTIVE CLAIMS FLOW
Registration Number:	4035304	REASSEMBLY-FREE DEEP PACKET INSPECTION
Registration Number:	3949496	REMOTESCAN
Registration Number:	3988202	REMOTESCAN
Registration Number:	3290980	SECURE COPY
Registration Number:	2342692	SECURITY EXPLORER
Registration Number:	2204907	SHAREPLEX
Registration Number:	2362260	SONICWALL
Registration Number:	3219615	SONICWALL
Registration Number:	2773176	SONICWALL GMS
Registration Number:	2750890	SONICWALL VIEWPOINT
Registration Number:	2546111	SPOTLIGHT
Registration Number:	2499672	SQL NAVIGATOR
Registration Number:	2653329	STAT
Registration Number:	4712705	SUPERMASSIVE
Registration Number:	2374654	T.O.A.D.
Registration Number:	3162992	TAG AND FOLLOW
Registration Number:	3182367	TOAD
Registration Number:	4170172	
Registration Number:	3793446	TOAD WORLD
Registration Number:	3788524	VRANGER
Registration Number:	3363955	ACCESSMANAGER
Registration Number:	4213291	BETTER DECISIONING
Registration Number:	2020485	DS EXPERT
Registration Number:	3347211	ENTERPRISE SECURITY REPORTER

Property Type	Number	Word Mark
Registration Number:	3172735	FILE SYSTEM AUDITOR
Registration Number:	3782687	INSTANTASSIST
Registration Number:	2317022	JPROBE
Registration Number:	4268349	MAKING THE WORLD MORE PRODUCTIVE
Registration Number:	2045527	NETPRO
Registration Number:	3123156	PATCH AUTHORITY
Registration Number:	2840791	PERFORMASURE
Registration Number:	3760779	POWERGUI
Registration Number:	3808236	PRIVILEGE AUTHORITY
Registration Number:	4567439	PROCESS DATA EXPLORER
Registration Number:	4561641	PROCESS TREE VIEWER
Registration Number:	1684124	QUEST
Registration Number:	3225071	QUEST
Registration Number:	2745496	QUEST SOFTWARE
Registration Number:	2472329	SCRIPTLOGIC
Registration Number:	4027163	SIMPLICITY AT WORK
Registration Number:	3442945	STEALTHCOLLECT
Registration Number:	3854474	VECOSHELL
Registration Number:	3788357	VFOGLIGHT
Registration Number:	4241018	VKERNEL
Registration Number:	3972813	VKERNEL
Registration Number:	4304296	WEBTHORITY
Registration Number:	1765604	XRT/

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Ken Tan/
DATE SIGNED:	09/14/2016

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Dell Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 7, 2016

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent

Street Address: 7033 Louis Stephens Drive, PO Box 110047

City: Research Triangle Park

State: North Carolina

Country: USA Zip: 27709

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 23560.0632

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

80

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ _____

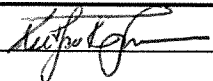
- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Ken Tan

Name of Person Signing

9/8/2016

Date

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005879 FRAME: 0437

TRADEMARK SECURITY AGREEMENT dated as of September 7, 2016 (this “Agreement”), among the Company (as defined below, and the “Grantor”) and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among DENALI INTERMEDIATE INC., a Delaware corporation (“Holdings”), DELL INC., a Delaware corporation (the “Company”), DELL INTERNATIONAL L.L.C., a Delaware limited liability company (“Dell International” and a “Borrower”), NEW DELL INTERNATIONAL LLC, UNIVERSAL ACQUISITION CO., a Delaware corporation (a “Borrower” and together with Dell International, the “Borrowers”, which on the Effective Date shall be merged with and into EMC Corporation, a Massachusetts corporation (the “Target”), with EMC Corporation surviving such merger, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Term Loan A/Revolver Administrative Agent and Credit Suisse AG, Cayman Islands Branch, as Term Loan B Administrative Agent and Collateral Agent and (b) the Collateral Agreement dated as of September 7, 2016 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Company, the Borrowers, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors (other than the Borrowers) are Affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF
NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DELL INC

By: 

Name: Janet B. Wright
Title: Vice President and Assistant Secretary

[Dell – Signature Page to Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

By: 

Name: Judith E. Smith

Title: Authorized Signatory

By: 

Name: D. Andrew Maletta

Title: Authorized Signatory

Schedule I

Trademark	Serial/Registration Number	Owner
ACTIVE ADMINISTRATOR	3073040	Dell Inc.
ACTIVEROLES	3563254	Dell Inc.
APPASSURE	4254936	Dell Inc.
AVENTAIL	2134340	Dell Inc. ¹
AVENTAIL	2932929	Dell Inc. ²
AVENTAIL	2521994	Dell Inc. ³
BENCHMARK FACTORY	2289344	Dell Inc.
CHANGEAUDITOR	3363956	Dell Inc. ⁴
DATA HEALTH CHECK	4439369	Dell Inc.
DECISIONING PLATFORM	4162661	Dell Inc.
DESKTOP AUTHORITY	2934109	Dell Inc.
DIRECTORY ANALYZER	2378246	Dell Inc. ⁵
DIRECTORY ANALYZER	3251720	Dell Inc.
ELECTRONIC STATISTICS TEXTBOOK	4271257	Dell Inc.
FLASHRESTORE	4301762	Dell Inc.
FOGLIGHT	2380040	Dell Inc.
GPOADMIN	3363957	Dell Inc. ⁶
INTELLIPROFILE	3346262	Dell Inc.
INTRUST	2971244	Dell Inc.
ITOKEN	3894437	Dell Inc.
JCLASS	2345853	Dell Inc.
KACE	3589814	Dell Inc.
KITENGA	4431118	Dell Inc.
LITESPEED	3468903	Dell Inc.
LIVE SCORE	4005255	Dell Inc.
LIVEREORG	2431769	Dell Inc.

¹ Dell Inc. to file missing assignment from Aventail LLC to SonicWall, Inc.

² Dell Inc. to file missing assignment from Aventail LLC to SonicWall, Inc.

³ Dell Inc. to file missing assignment from Aventail LLC to SonicWall, Inc.

⁴ Dell Inc. to file missing assignment from NetPro Computing Inc. to Quest Software, Inc.

⁵ Dell Inc. to file correction to assignment at reel/frame 4046/0634, to reflect assignment from NetPro Computing, Inc. to Quest Software, Inc.

⁶ Dell Inc. to file correction to assignment at reel/frame 4046/0634, to reflect assignment from NetPro Computing, Inc. to Quest Software, Inc.

Trademark	Serial/Registration Number	Owner
MESSAGESTATS	3542770	Dell Inc.
NBSPPOOL	2397073	Dell Inc.
NETBASE	1681007	Dell Inc.
NETVAULT	2956411	Dell Inc.
NETVAULT	4246972	Dell Inc.
PREDICTIVE CLAIMS FLOW	4149030	Dell Inc.
PREDICTIVE CLAIMS FLOW	4216860	Dell Inc.
REASSEMBLY-FREE DEEP PACKET INSPECTION	4035304	Dell Inc.
REMOTESCAN	3949496	Dell Inc.
REMOTESCAN	3988202	Dell Inc.
SECURE COPY	3290980	Dell Inc.
SECURITY EXPLORER	2342692	Dell Inc.
SHAREPLEX	2204907	Dell Inc.
SONICWALL	2362260	Dell Inc.
SONICWALL	3219615	Dell Inc.
SONICWALL GMS	2773176	Dell Inc.
SONICWALL VIEWPOINT	2750890	Dell Inc.
SPOTLIGHT	2546111	Dell Inc.
SQL NAVIGATOR	2499672	Dell Inc.
STAT	2653329	Dell Inc.
SUPERMASSIVE	4712705	Dell Inc.
T.O.A.D.	2374654	Dell Inc.
TAG AND FOLLOW	3162992	Dell Inc.
TOAD	3182367	Dell Inc.
TOAD device	4170172	Dell Inc.
TOAD WORLD	3793446	Dell Inc.
VRANGER	3788524	Dell Inc.
ACCESSMANAGER	3363955	Dell Inc. ⁷
BETTER DECISIONING	4213291	Dell Inc.
DS EXPERT	2020485	Dell Inc. ⁸
ENTERPRISE SECURITY REPORTER	3347211	Dell Inc.
FILE SYSTEM AUDITOR	3172735	Dell Inc.
INSTANTASSIST	3782687	Dell Inc.

⁷ Dell Inc. to file correction to assignment at reel/frame 4046/0634, to reflect assignment from NetPro Computing, Inc. to Quest Software, Inc.

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Trademark	Serial/Registration Number	Owner
JPROBE	2317022	Dell Inc.
MAKING THE WORLD MORE PRODUCTIVE	4268349	Dell Inc.
NETPRO	2045527	Dell Inc. ⁹
PATCH AUTHORITY	3123156	Dell Inc.
PERFORMASURE	2840791	Dell Inc.
POWERGUI	3760779	Dell Inc.
PRIVILEGE AUTHORITY	3808236	Dell Inc.
PROCESS DATA EXPLORER	4567439	Dell Inc.
PROCESS TREE VIEWER	4561641	Dell Inc.
QUEST	1684124	Dell Inc.
QUEST	3225071	Dell Inc.
QUEST SOFTWARE	2745496	Dell Inc.
SCRIPTLOGIC	2472329	Dell Inc.
SIMPLICITY AT WORK	4027163	Dell Inc.
STEALTHCOLLECT	3442945	Dell Inc.
VECOSHELL	3854474	Dell Inc.
VFOGLIGHT	3788357	Dell Inc.
VKERNEL	4241018	Dell Inc.
VKERNEL & Device	3972813	Dell Inc.
WEBTHORITY	4304296	Dell Inc.
XRT/	1765604	Dell Inc.

⁹ Dell Inc. to file correction to assignment at reel/frame 4046/0634, to reflect assignment from NetPro Computing, Inc. to Quest Software, Inc.